UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

BLAKE CAMPBELL,	§	
Individually and on behalf of	§	
all others similarly situated,	§	**DOCKET NO. _____________**
	§	
Plaintiff,	§	**JURY TRIAL DEMANDED**
	§	
v.	§	**COLLECTIVE ACTION**
	§	**PURSUANT TO 29 U.S.C. § 216(b)**
AES DRILLING FLUIDS, LLC,	§	
	§	
Defendant.	§	

COLLECTIVE ACTION COMPLAINT

SUMMARY

1. Blake Campbell ("Campbell") brings this collective action lawsuit against AES Drilling Fluids, LLC ("AES") to recover unpaid overtime wages and other damages under the Fair Labor Standards Act ("FLSA"). Campbell worked for AES as a Drilling Fluids Engineer, received a salary, and worked in excess of 40 hours a week without overtime compensation. Campbell worked with numerous individuals who performed similar job duties and were subjected to the same illegal compensation practices which denied Campbell overtime as required by the FLSA, which requires employees who perform technical and manual labor job duties to be paid overtime for all hours worked in excess of 40 in a single workweek. This collective action seeks to recover the unpaid overtime wages and other damages owed to these workers.

JURISDICTION AND VENUE

2. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal question under the FLSA. 29 U.S.C. § 216(b).

3. Venue is therefore proper under 28 U.S.C. §§ 1391 (b) and (c) because AES resides in this District and Division and because a substantial part of the events giving rise to this claim occurred in this District and Division.

THE PARTIES

4. Campbell worked for AES as a Drilling Fluid Engineer during the relevant statutory time period. Throughout his employment with AES, Campbell was paid a salary with no overtime compensation even though he regularly worked in excess of forty (40) hours in a week. Campbell's written consent is attached as Exhibit A.

5. Campbell brings this action on behalf of himself and all other similarly situated Drilling Fluids Engineers who were paid on a salary basis without receiving overtime for hours worked in excess of forty (40) in a workweek (the "FLSA Class"). AES subjected the FLSA Class to the same FLSA violations as Campbell. The FLSA Class is therefore properly defined as:

> **All current and former Drilling Fluids Engineers employed by AES Drilling Fluids, LLC during the past three (3) years.**

The members of the FLSA Class are easily ascertainable from AES's business records, particularly personnel records.

6. AES does business in the Southern District of Texas and its corporate office is located in Houston, Texas. AES may be served through its registered agent: CT Corporation System, 1999 Bryant Street, Suite 900, Dallas, Texas 75201.

COVERAGE UNDER THE FLSA

7. At all times hereinafter mentioned, AES has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

8. At all times hereinafter mentioned, AES has been part of an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

9. At all times hereinafter mentioned, AES has been part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has and has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person and in that said enterprise has had and has an annual gross volume of sales made or business done of not less than $500,000 (exclusive of excise taxes at the retail level which are separately stated).

10. At all times hereinafter mentioned, Campbell and the FLSA Class were engaged in commerce or in the production of goods for commerce.

FACTS

11. Formed in 2006, AES is now a subsidiary of Canadian Energy Services. *See* http://www.canadianenergyservices.com/operations.html.

12. Over the past few years, AES acquired Fluids Management, Campion Drilling Fluids, Mega Fluids – Mid Continent, and Venture Mud, to make it one of the largest drilling fluids companies in North America. *See* http://aesfluids.com/index.html.

13. AES operates throughout the United States in areas including Texas, Oklahoma, Pennsylvania, and North Dakota. *See* http://aesfluids.com/operations.html. *See also* http://aesfluids.com/contact.html.

14. AES provides products and services for complex subsurface conditions drilling with techniques such as horizontal, directional, geologically deep, and offshore drilling. *See* http://aesfluids.com/company_profile.html.

15. Many AES employees are Drilling Fluids Engineers or Mud Engineers. According to AES, ""Mud engineer" is the name given to an oil field service company individual who is charged with maintaining a drilling fluid or completion fluid system on an oil and/or gas drilling rig. This individual typically works for the company selling the chemicals for the job and is specifically trained with those products, though independent mud engineers are still common. AES employs qualified and experienced mud engineers throughout its entire organization." *See* http://aesfluids.com/drilling_fluids.html.

16. Campbell and the FLSA Class worked for AES over the past three years as Drilling Fluids Engineers.

17. Campbell and the FLSA Class were subjected to the same illegal pay practice for similar work.

18. Specifically, AES paid Campbell and the FLSA Class a salary, regardless of the number of hours that they worked each day (or in a workweek), and failed to provide them with overtime pay for hours that they worked in excess of forty (40) hours in a workweek.

19. Campbell's primary job duties (and the primary job duties of the FLSA Class) included technical and manual labor duties such as collecting gas and oil samples, performing sample descriptions, and gathering, processing, and monitoring information related to drilling operations.

20. AES typically scheduled Campbell and the FLSA Class to work twelve (12) hour shifts, seven (7) days a week, but often required them to work more.

21. Campbell and the FLSA Class routinely worked in excess of forty (40) hours each week.

22. The job duties performed by Campbell and the FLSA Class were routine and largely governed by standardized plans, procedures, and checklists created by AES and/or AES's clients.

23. Virtually every job function was pre-determined by AES and its clients, including the tools to use at a job site, the data to compile, the schedule of work, and related work duties.

24. AES prohibited Campbell and the FLSA Class from varying their job duties outside of the pre-determined parameters.

25. For the purposes of an FLSA overtime claim, Campbell and the FLSA Class performed substantially similar job duties related to servicing oil and gas operations in the field. To the extent the job duties varied, it was only slightly and does not prevent this case from proceeding as a collective action under the FLSA.

26. As the controlling law makes clear, AES's drilling fluids employees are non-exempt under the FLSA. Therefore, AES owes back overtime wages to the entire FLSA Class.

FLSA VIOLATIONS

27. As set forth herein, AES violated the FLSA by failing to pay Campbell and the FLSA Class overtime for hours worked in excess of forty (40) in a workweek. 29 U.S.C. § 207(a).

28. AES knowingly, willfully, or in reckless disregard carried out this illegal pattern and practice of failing to pay Campbell and the FLSA Class overtime compensation. AES's failure to pay overtime compensation to these employees was neither reasonable, nor was the decision not to pay overtime made in good faith.

29. Accordingly, Campbell and the FLSA Class are entitled to overtime wages under the FLSA in an amount equal to 1 and ½ times their regular rates of pay, plus liquidated damages, attorney's fees and costs.

COLLECTIVE ACTION ALLEGATIONS

30. Campbell and the FLSA Class have been victimized by AES's pattern, practice, and/or policy in willful violation of the FLSA.

31. Many members of the FLSA Class worked with Campbell and reported that they were paid in the same manner and were not properly compensated for all hours worked as required by the FLSA.

32. Thus, AES imposed its illegal practice or policy on Campbell and the FLSA Class regardless of any individualized factors.

33. Campbell and the FLSA Class all received a salary, regularly worked in excess of forty (40) hours per week, and were not paid overtime compensation.

34. These employees are victims of AES's unlawful compensation practices and are similarly situated to Campbell in terms of relevant job duties, pay provisions, and employment practices.

35. AES's failure to pay wages and overtime compensation at the rates required by the FLSA result from generally applicable, systematic policy and/or practice which are not dependent on the personal circumstances of any member of the FLSA Class.

36. Campbell's experience is typical of the experiences of the Putative Class Members.

JURY DEMAND

37. Campbell demands a trial by jury.

RELIEF SOUGHT

38. WHEREFORE, Campbell prays for judgment against AES as follows:

a. For an Order pursuant to Section 16(b) of the FLSA finding AES liable for unpaid back wages due to Campbell and the FLSA Class and for liquidated damages equal in amount to the unpaid compensation found due to Campbell and the FLSA Class;

b. For an Order awarding Campbell and the FLSA Class their costs of this action;

c. For an Order awarding Campbell and the FLSA Class their attorneys' fees;

d. For an Order awarding Campbell and the FLSA Class unpaid benefits and compensation in connection with the FLSA violations;

e. For an Order awarding Campbell and the FLSA Class pre- and post-judgment interest at the highest rates allowed by law;

f. For a Judgment granting all requested relief, on with such other and further relief as may be necessary and appropriate.

Respectfully submitted,

/s/ Michael A. Josephson
Michael A. Josephson
Pennsylvania Bar No. 308410
Fed. Id. 27157
Texas Bar No. 24014780
Andrew Dunlap
Fed Id. 1093163
Texas Bar No. 24078444
Lindsay R. Itkin
Fed Id. 1458866
Texas Bar No. 24068647
FIBICH, LEEBRON, COPELAND BRIGGS & JOSEPHSON
1150 Bissonnet St.
Houston, Texas 77005
Tel: (713) 751-0025
Fax: (713) 751-0030
mjosephson@fibichlaw.com
adunlap@fibichlaw.com
litkin@fibichlaw.com

AND

Richard J. (Rex) Burch
Texas Bar No. 24001807
Fed. Id. 21615
BRUCKNER BURCH, P.L.L.C.
8 Greenway Plaza, Suite 1500
Houston, Texas 77046
713-877-8788 – Telephone
713-877-8065 – Facsimile
rburch@brucknerburch.com

ATTORNEYS IN CHARGE FOR PLAINTIFFS